

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Newport News Division

LEE G. FRANKLIN,

Plaintiff,

v.

EXPERIAN INFORMATION SOLUTIONS,  
INC., TRANS UNION, LLC., BANK OF  
AMERICA, NATIONAL ASSOCIATION,  
ARROW FINANCIAL SERVICES, LLC., and  
AMERICAN EXPRESS,

**Civil No. 4:11-cv-00139-AWA-FBS**

Defendants.

**DEFENDANT TRANS UNION LLC'S ANSWER AND DEFENSES**

COMES NOW, Trans Union LLC ("Trans Union"), one of the Defendants herein, and files its Answer and Defenses to Lee G. Franklin's ("Plaintiff") Complaint ("Complaint"). The paragraph numbers below correspond to the paragraph numbers contained in Plaintiff's Complaint to the extent possible.

**PRELIMINARY STATEMENT**

1. Trans Union admits that Plaintiff brings this action for actual, statutory and punitive damages, costs and attorney's fees pursuant to the Fair Credit Reporting Act ("FCRA"). Trans Union denies any liability to Plaintiff, and further denies that it violated the FCRA.

**JURISDICTION**

2. Trans Union admits that this Court has jurisdiction pursuant to 15 U.S.C. § 1681p. Trans Union admits that it maintains a registered agent within the boundaries for the Eastern District of Virginia. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 2 of the Complaint, and therefore, denies the same.

## **PARTIES**

3. Trans Union admits that Plaintiff is a "consumer" as defined by 15 U.S.C. § 1681a(c). Trans Union is without knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 3 of the Complaint, and therefore, denies the same.

4. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint, and therefore, denies the same.

5. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint, and therefore, denies the same.

6. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint, and therefore, denies the same.

7. Trans Union admits that it is a limited liability company that is authorized to do business in the Commonwealth of Virginia. Trans Union further admits that it maintains a registered agent in Richmond, Virginia.

8. Trans Union admits that it is a "consumer reporting agency" as defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681a(f). Trans Union also admits that it assembles consumer credit information for the purpose of furnishing consumer reports to third parties. Trans Union denies the remaining allegations contained in paragraph 8 of the Complaint.

9. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint, and therefore, denies the same.

10. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 10 of the Complaint, and therefore, denies the same.

11. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint, and therefore, denies the same.

12. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the Complaint, and therefore, denies the same.

### **FACTS**

13. Trans Union admits that on January 5, 2008, it received an outline dispute from Plaintiff disputing the reporting of several accounts on his Trans Union credit file. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 13 of the Complaint, and therefore, denies the same.

14. Trans Union admits that on November 23, 2009, it received correspondence from Plaintiff dated November 17, 2009, disputing the reporting of several accounts on his Trans Union credit file, including American Express, Arrow Financial Services and Bank of America accounts, and stating that he had been the victim of identity theft by his father while he was incarcerated. As to the remaining Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint, and therefore, denies the same.

15. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 15 of the Complaint, and therefore, denies the same.

16. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of the Complaint, and therefore, denies the same.

17. Trans Union admits that on December 10, 2009, it sent investigation results related to Plaintiff's November 19, 2009 dispute to Plaintiff, which noted that the Bank of America account had been verified, with no change and the Arrow Financial Services account contained new information.

18. Trans Union denies the allegations contained in paragraph 18 of the Complaint. As to the remaining Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 18 of the Complaint, and therefore, denies the same.

19. Trans Union denies the allegations contained in paragraph 19 of the Complaint. As to the remaining Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 19 of the Complaint, and therefore, denies the same.

20. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 20 of the Complaint, and therefore, denies the same.

21. Trans Union denies the allegations contained in paragraph 21 of the Complaint. As to the remaining Defendants, Trans Union is without information or knowledge sufficient to

form a belief as to the truth of the remaining allegations contained in paragraph 21 of the Complaint, and therefore, denies the same.

22. Trans Union admits that it forwarded Plaintiff's disputes to Bank of America, Arrow Financial and American Express. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 22 of the Complaint, and therefore, denies the same.

**COUNT ONE: VIOLATION OF FAIR CREDIT REPORTING ACT**  
**15 U.S.C. § 1681e(b)**  
**(EXPERIAN and TRANS UNION)**

23. Trans Union restates and incorporates its responses to paragraphs 1 – 22 above as though fully stated herein.

24. Trans Union denies the allegations contained in paragraph 24 of the Complaint. As to the remaining Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 24 of the Complaint, and therefore, denies the same.

25. Trans Union denies the allegations contained in paragraph 25 of the Complaint. As to the remaining Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 25 of the Complaint, and therefore, denies the same.

26. Trans Union denies the allegations contained in paragraph 26 of the Complaint. As to the remaining Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 26 of the Complaint, and therefore, denies the same.

27. Trans Union denies the relief sought by Plaintiff in paragraph 27 of the Complaint.

**COUNT TWO: VIOLATION OF FAIR CREDIT REPORTING ACT  
15 U.S.C. § 1681i(a)(1)  
(EXPERIAN and TRANS UNION)**

28. Trans Union restates and incorporates its responses to paragraphs 1 – 27 above as though fully stated herein.

29. Trans Union denies the allegations contained in paragraph 29 of the Complaint. As to the remaining Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 29 of the Complaint, and therefore, denies the same.

30. Trans Union denies the allegations contained in paragraph 30 of the Complaint. As to the remaining Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 30 of the Complaint, and therefore, denies the same.

31. Trans Union denies the allegations contained in paragraph 31 of the Complaint. As to the remaining Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 31 of the Complaint, and therefore, denies the same.

32. Trans Union denies the relief sought by Plaintiff in paragraph 32 of the Complaint.

**COUNT THREE: VIOLATION OF FAIR CREDIT REPORTING ACT**  
**15 U.S.C. § 1681i(a)(2)**  
**(EXPERIAN and TRANS UNION)**

33. Trans Union restates and incorporates its responses to paragraphs 1 – 32 above as though fully stated herein.

34. Trans Union denies the allegations contained in paragraph 34 of the Complaint. As to the remaining Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 34 of the Complaint, and therefore, denies the same.

35. Trans Union denies the allegations contained in paragraph 35 of the Complaint. As to the remaining Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 35 of the Complaint, and therefore, denies the same.

36. Trans Union denies the allegations contained in paragraph 36 of the Complaint. As to the remaining Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 36 of the Complaint, and therefore, denies the same.

37. Trans Union denies the relief sought by Plaintiff in paragraph 37 of the Complaint.

**COUNT FOUR: VIOLATION OF FAIR CREDIT REPORTING ACT**  
**15 U.S.C. § 1681i(a)(4)**  
**(EXPERIAN and TRANS UNION)**

38. Trans Union restates and incorporates its responses to paragraphs 1 – 37 above as though fully stated herein.

39. Trans Union denies the allegations contained in paragraph 39 of the Complaint. As to the remaining Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 39 of the Complaint, and therefore, denies the same.

40. Trans Union denies the allegations contained in paragraph 40 of the Complaint. As to the remaining Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 40 of the Complaint, and therefore, denies the same.

41. Trans Union denies the allegations contained in paragraph 41 of the Complaint. As to the remaining Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of the Complaint, and therefore, denies the same.

42. Trans Union denies the relief sought by Plaintiff in paragraph 42 of the Complaint.

**COUNT FIVE: VIOLATION OF FAIR CREDIT REPORTING ACT**  
**15 U.S.C. § 1681i(a)(5)(A)**  
**(EXPERIAN and TRANS UNION)**

43. Trans Union restates and incorporates its responses to paragraphs 1 – 42 above as though fully stated herein.

44. Trans Union denies the allegations contained in paragraph 44 of the Complaint. As to the remaining Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 44 of the Complaint, and therefore, denies the same.



45. Trans Union denies the allegations contained in paragraph 45 of the Complaint. As to the remaining Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 45 of the Complaint, and therefore, denies the same.

46. Trans Union denies the allegations contained in paragraph 46 of the Complaint. As to the remaining Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 46 of the Complaint, and therefore, denies the same.

47. Trans Union denies the relief sought by Plaintiff in paragraph 47 of the Complaint.

**COUNT SIX: VIOLATION OF FAIR CREDIT REPORTING ACT**  
**§15 U.S.C. 1681s-2(b)(1)(A)**  
**(BANK OF AMERICA, ARROW and AMERICAN EXPRESS)**

48. Trans Union restates and incorporates its responses to paragraphs 1 – 47 above as though fully stated herein.

49. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 49 of the Complaint, and therefore, denies the same.

50. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 50 of the Complaint, and therefore, denies the same.

51. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 51 of the Complaint, and therefore, denies the same.

52. Trans Union denies the relief sought by Plaintiff in paragraph 52 of the Complaint.

**COUNT SEVEN: VIOLATION OF FAIR CREDIT REPORTING ACT**  
**§15 U.S.C. 1681s-2 (b)(1)(B)**  
**(BANK OF AMERICA, ARROW and AMERICAN EXPRESS)**

53. Trans Union restates and incorporates its responses to paragraphs 1 – 52 above as though fully stated herein.

54. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 54 of the Complaint, and therefore, denies the same.

55. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 55 of the Complaint, and therefore, denies the same.

56. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 56 of the Complaint, and therefore, denies the same.

57. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 57 of the Complaint, and therefore, denies the same.

**COUNT EIGHT: VIOLATION OF FAIR CREDIT REPORTING ACT**  
**§ 15 U.S.C. 1681s-2 (b)(1)(C) and (D)**  
**(BANK OF AMERICA, ARROW and AMERICAN EXPRESS)**

58. Trans Union restates and incorporates its responses to paragraphs 1 – 57 above as though fully stated herein.

59. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 59 of the Complaint, and therefore, denies the same.

60. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 60 of the Complaint, and therefore, denies the same.

61. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 61 of the Complaint, and therefore, denies the same.

62. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 62 of the Complaint, and therefore, denies the same.

Trans Union denies the relief sought by Plaintiff in the prayer of the Complaint.

Trans Union admits Plaintiff demands a trial by jury.

### **DEFENSES**

63. At all relevant times, Trans Union maintained and followed reasonable procedures to avoid violations of the Fair Credit Reporting Act and assure maximum possible accuracy of the information concerning Plaintiff in preparing consumer reports related to Plaintiff.

64. Trans Union alleges that any alleged damages to Plaintiff, which Trans Union continues to deny, are the result of the acts or omissions of Plaintiff or others, over whom Trans Union has no control and for whom Trans Union has no responsibility.

65. Trans Union, in compliance with the Fair Credit Reporting Act, reasonably and completely reinvestigated and verified, updated, or removed all information disputed by Plaintiff.

66. Trans Union at all times acted in compliance with the Fair Credit Reporting Act.

67. Plaintiff's claims for exemplary or punitive damages and the FCRA damage model violate the Due Process and Double Jeopardy Clauses of the Fifth Amendment, the Excessive Fines Clause of the Eighth Amendment, and the laws of the Commonwealth of Virginia.

68. Any alleged damages to Plaintiff, which Trans Union continues to deny, were caused in whole or in part by an intervening or superceding cause.

WHEREFORE, PREMISES CONSIDERED, Defendant Trans Union LLC, respectfully requests that this Honorable Court deny the relief requested in Plaintiff's Complaint, dismiss the action in its entirety, grant Trans Union its costs of suit and expenses incurred herein, including reasonable attorneys' fees, and for such other and further relief as the court deems just.

Respectfully submitted,

/s/

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DATED: November 2, 2011

**CERTIFICATE OF SERVICE**

I hereby certify that on the 2<sup>nd</sup> day of November, 2011, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will then send a notification of such filing (NEF) to counsel of record registered to use the CM/ECF system in this action, as follows:

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I further certify that I will cause a copy of the foregoing Motion and corresponding NEF by electronic mail on the following non-filing user: None

/s/

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